

EXHIBIT A



04/05/2023

CT Log Number 543571609

Service of Process Transmittal Summary

TO: Melissa Gravlin
Fca US LLC
1000 CHRYSLER DR OFC OF
AUBURN HILLS, MI 48326-2766

RE: Process Served in California

FOR: FCA US LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: Stanley Smith // To: FCA US LLC

DOCUMENT(S) SERVED: Summons, Notice, Cover Sheet, Attachment(s), Complaint, Exhibit(s)

COURT/AGENCY: Humboldt County - Superior Court - Garberville, CA
Case # CV2300522

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2017 Chrysler Pacifica, VIN: 2C4RC1GG0HR509966

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 04/05/2023 at 13:30

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): Tionna Dolin
Strategic Legal Practices, APC
1888 Century Park East, 19th Floor
Los Angeles, CA 90067
310-929-4900

ACTION ITEMS: CT has retained the current log, Retain Date: 04/06/2023, Expected Purge Date: 04/11/2023

Image SOP

Email Notification, Lance Arnott sopverification@wolterskluwer.com

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the



CT Corporation
Service of Process Notification

04/05/2023

CT Log Number 543571609

included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Wed, Apr 5, 2023
Seryer Name: Jimmy Lizama

Entity Served	FCA US LLC
Case Number	CV2300522
Jurisdiction	CA

Inserts		



1 Tionna Dolin (SBN 299010)
2 Email: tdolin@slpattorney.com
3 Mark Gibson (SBN 258216)
4 Email: mgibson@slpattorney.com
5 (emailservices@slpattorney.com)
6 Strategic Legal Practices, APC
7 1888 Century Park East, 19th Floor
8 Los Angeles, CA 90067
9 Telephone: (310) 929-4900
10 Facsimile: (310) 943-3838

11 Attorneys for Plaintiff
12 STANLEY SMITH

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF HUMBOLDT

STANLEY SMITH,

Plaintiff,

vs.

FCA US, LLC.; LITHIA CHRYSLER DODGE
JEEP RAM FIAT OF EUREKA SERVICE
CENTRE; and DOES 1 through 10, inclusive,

Defendants.

Case No.: **CV 2300522**

Hon.
Dept.

**COMPLAINT FOR VIOLATION OF
STATUTORY OBLIGATIONS**

JURY TRIAL DEMANDED

FILED

APR 03 2023

AR
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

STRATEGIC LEGAL PRACTICES, APC
1840 CENTURY PARK EAST, SUITE 430, LOS ANGELES, CA 90067

FAX FILED

Plaintiff alleges as follows:

PARTIES

1. As used in this Complaint, the word "Plaintiff" shall refer to Plaintiff STANLEY SMITH.

2. Plaintiff is a resident of Humboldt County, California.

3. As used in this Complaint, the word "Defendants" shall refer to all Defendants named in this Complaint.

4. Defendant FCA US, LLC ("Defendant FCA") is a corporation organized and in existence under the laws of the State of Delaware and registered with the California Department of Corporations to conduct business in California. Defendant FCA's principal place of business is in the State of Michigan. At all times relevant herein, Defendant was engaged in the business of designing, manufacturing, constructing, assembling, marketing, distributing, and selling automobiles and other motor vehicles and motor vehicle components in Humboldt County, California.

5. Defendant LITHIA CHRYSLER DODGE JEEP RAM FIAT OF EUREKA SERVICE CENTRE ("LITHIA") is an unknown business entity organized and in existence under the laws of the State of California. At all times relevant herein, Defendant was engaged in the business of selling automobiles and automobile components, and servicing and repairing automobiles in Humboldt County.

6. Plaintiff is ignorant of the true names and capacities of the Defendants sued under the fictitious names DOES 1 to 10. They are sued pursuant to Code of Civil Procedure section 474. When Plaintiff becomes aware of the true names and capacities of the Defendants sued as DOES 1 to 10, Plaintiff will amend this Complaint to state their true names and capacities.

7. By filing this Complaint, Plaintiff hereby revokes acceptance of the Subject Vehicle yet again.

///

///

FACTUAL BACKGROUND

8. On or about June 28, 2016, Plaintiff entered into a warranty contract with Defendant FCA regarding a 2017 Chrysler Pacifica vehicle identification number 2C4RC1GG0HR509966 (hereafter "Vehicle"), which was manufactured and or distributed by Defendant FCA.

9. The warranty contract contained various warranties, including but not limited to the bumper-bumper warranty, powertrain warranty, emission warranty, etc. A true and correct copy of the warranty contract is attached hereto as **Exhibit A**. The terms of the express warranty are described in **Exhibit A** and are incorporated herein. In addition, to the these warranties, Defendant FCA also provided Plaintiff with a California Emission Warranty, which Plaintiff requests Defendant FCA produce as part of its discovery obligations in this case.¹

10. Pursuant to the Song-Beverly Consumer Warranty Act (the "Act") Civil Code sections 1790 et seq. the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the vehicle primarily for those purposes. Plaintiff is a "buyer" of consumer goods under the Act. Defendant FCA US LLC is a "manufacturer" and/or "distributor" under the Act.

11. Plaintiff justifiably revokes acceptance of the Subject Vehicle under Civil Code, section 1794, et seq. by filing this Complaint and/or did so prior to filing the instant Complaint.

12. These causes of action arise out of the warranty obligations of FCA US LLC in connection with a motor vehicle for which FCA US LLC issued a written warranty.

13. Defects and nonconformities to warranty manifested themselves within the applicable express warranty period, including but not limited to, stalling defects; transmission defects; among other defects and non-conformities.

¹ Upon information and belief, FCA deliberately refuses to include the terms of the California emissions warranties in its main express warranty booklet so that California consumers are kept in the dark when FCA fails to comply with its warranty obligations under California's 7 years/70,000 miles emissions warranty, or other California emission warranties, including but not limited to, Low Emission Vehicles warranties (which have an even longer warranty term).

1 14. Said defects/nonconformities substantially impair the use, value, or safety of
2 the Vehicle.

3 15. The value of the Subject Vehicle is worthless and/or *de minimis*.

4 16. Plaintiff purchased the Subject Vehicle as manufactured by FCA.

5 17. Plaintiff is informed, believes, and thereon alleges that FCA knew since prior to
6 Plaintiff purchasing the Subject Vehicle, that the 2017 - 2019 Chrysler Pacifica vehicles
7 equipped with a 9HP transmission and 3.6L engine are defective, including Plaintiff's 2017
8 Chrysler Pacifica, contained one or more defect(s) which may result in stalling, shutting off,
9 and/or loss of power, (the "Stalling Defect").

10 18. Thus, the Stalling Defect is a safety concern because it severely affects the
11 driver's ability to control the car's speed, acceleration, and deceleration. For example, these
12 conditions make it difficult to safely merge into traffic or may cause a sudden loss of power
13 while in motion. Even more troubling, the Stalling Defect can cause the vehicle to fail without
14 warning, while the Vehicle is moving at highway speeds.

15 19. Plaintiff is informed, believes, and thereon alleges that prior to Plaintiff acquiring
16 the Vehicle, FCA was well aware and knew that the Vehicle was defective but failed to disclose
17 this fact to Plaintiff at the time of sale and thereafter.

18 20. Plaintiff is informed, believes, and thereon alleges that FCA acquired its
19 knowledge of the Stalling Defect prior to Plaintiff acquiring the Vehicle, through sources not
20 available to consumers such as Plaintiff, including but not limited to pre-production and post-
21 production testing data; early consumer complaints about the Stalling Defect made directly to
22 FCA and its network of dealers; aggregate warranty data compiled from FCA's network of
23 dealers; testing conducted by FCA in response to these complaints; as well as warranty repair
24 and part replacements data received by FCA from FCA's network of dealers, amongst other
25 sources of internal information.

26 21. Plaintiff is informed, believes, and thereon alleges that while FCA knew about
27 the Stalling Defect, and its safety risks since prior to Plaintiff purchasing the Subject Vehicle,
28 FCA nevertheless concealed and failed to disclose the defective nature of the Vehicle and its

1 Stalling Defect to its sales representatives and Plaintiff at the time of sale and thereafter. FCA
2 omitted mention of the Stalling Defect to its consumers.

3 22. Plaintiff is reasonable consumers who interacted with sales representatives,
4 considered FCA's advertisement, and/or other marketing materials concerning the FCA
5 Vehicles prior to purchasing the Subject Vehicle. Had FCA revealed the Stalling Defect,
6 Plaintiff would have been aware of it and would not have purchased the Subject Vehicle.

7 **FCA Had Exclusive Knowledge of the Stalling Defect**

8 23. FCA had superior and exclusive knowledge of the Stalling Defect and knew or
9 should have known that the defect was not known to or reasonably discoverable by Plaintiff
10 and before he purchased or leased the Subject Vehicle.

11 24. Defendant knew or should have known, based on FCA's routine monitoring of
12 complaints, that the 2017 Chrysler Pacifica had a dangerous defect that adversely affects their
13 drivability. Additionally, FCA knew or should have known about the Stalling Defect through
14 sources not available to consumers, including FCA's own aggregate pre-market data and other
15 aggregate post-market data from FCA authorized dealers.

16 25. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
17 for it, had Plaintiff known of the Stalling Defect, given the unsafe nature of the Stalling
18 Defect. Furthermore, Plaintiff unknowingly exposed themselves to the risk of accident, injury,
19 and/or liability to others as a result of the nature or the Stalling Defect which can lead to loss
20 of power while driving at highway speeds, stalling, loss of control, and other impairments to
21 driveability. Plaintiff is reasonable consumers who expected the Subject Vehicle to be safe
22 and free of defects and that FCA would not sell or lease vehicles with known safety-related
23 defects, such as the Stalling Defect, and will disclose any such defects to its consumers when
24 it learns of them.

25 26. While it has been fully aware of the Stalling Defect, FCA actively concealed
26 the existence and nature of the alleged defect from Plaintiff at the time of purchase, repair, and
27 thereafter.

28 ///

1 27. FCA was inundated with complaints regarding the Stalling Defect but rather
2 than repair the problem under warranty, FCA dealers either inform consumers that their
3 vehicles are functioning properly or conduct repairs that merely mask the defect.

4 28. On or about May 11, 2016, FCA issued TSB 18-057-16 to address customer
5 concerns regarding illumination of the malfunction indicator lamp ("MIL"). The TSB calls for
6 dealers to reprogram the PCM with the latest available software. This TSB was revised on
7 June 17, 2016 by TSB 18-057-16 REV.A to address the same issue.

8 29. In or around August 2017, FCA issued Safety Recall T23 for vehicles to
9 reprogram the PCM with new software to cure a safety-related defect with the EGR valve.

10 30. The defect could cause the EGR valve to be operating with an aggressive
11 seating velocity, which may damage the EGR valve.

12 31. The Stalling Defect, which may result in vehicles shutting off, stalling without
13 warning, loss of engine timing, loss of crankshaft position synchronization, and/or loss of
14 power, was not cured by TSB 18-057-16 REV. A and/or Safety Recall T23.

15 32. On January 11, 2018, FCA released two Safety Recalls to resolve the stalling
16 issue experienced by customers, Safety Recall U01 / NHTSA 18V-049 and Safety Recall U02
17 / NHTSA 18V-048.

18 33. Safety Recall U01 / NHTSA 18V-049 was issued to address customer concerns
19 regarding an engine stall without prior warning. The Recall states that, "[i]n the majority of
20 cases the stalling occurs at low speed, while decelerating, while at idle or while negotiating a
21 turn. Engine stalling results in a loss of motive power, which can cause vehicle crash without
22 prior warning." This Recall is FCA's continued attempt to address ongoing stalling issues
23 with repackaged T23 software updates.

24 34. Safety Recall U02 / NHTSA 18V-049 was issued to address customer concerns
25 regarding an engine stall and/or a potential engine compartment fire. The Recall states that,
26 "[e]ither of these conditions could increase the likelihood of occupant injury, and an engine
27 stall can cause a vehicle crash without prior warning." This Recall is also another repackaged
28 version of the existing T23 software update.

35. Neither Recalls, nor the T23 software update, have eliminated the Stalling Defect.

36. FCA admits in Safety Recall U01 that, at best, the Recall simply provides software that makes vehicles “less susceptible” to a loss of engine timing (crankshaft position synchronization).

37. FCA has still not modified any of the defective components that cause the symptoms associated with the Stalling Defect.

38. Under the Song-Beverly Act, Defendant FCA had an affirmative duty to promptly offer to repurchase or replace the Subject Vehicle at the time if failed to conform the Subject Vehicle to the terms of the express warranty after a reasonable number of repair attempts.²

39. Defendant FCA US LLC has failed to either promptly replace the Subject Vehicle or to promptly make restitution in accordance with the Song-Beverly Act.

40. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation to an authorized repair facility for a nonconformity.

41. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, et seq. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794, et seq. and Commercial Code, section 2711.

² “A manufacturer's duty to repurchase a vehicle does not depend on a consumer's request, but instead arises as soon as the manufacturer fails to comply with the warranty within a reasonable time. (*Krotin v. Porsche Cars North America, Inc.* (1995) 38 Cal.App.4th 294, 301-302, 45 Cal.Rptr.2d 10.) Chrysler performed the bridge operation on Santana's vehicle in August 2014 with 30,262 miles on the odometer—within the three-year, 36,000 mile warranty. The internal e-mails demonstrating Chrysler's awareness of the safety risks inherent in the bridge operation were sent in September 2013, and thus Chrysler was well aware of the problem when it performed the bridge operation on Santana's vehicle. Thus, Chrysler's duty to repurchase or provide restitution arose prior to the expiration of the three-year, 36,000 mile warranty. Moreover, although we do not have the actual five-year, 100,000 mile power train warranty in our record, Santana's expert testified that the no-start/stalling issues Santana experienced were within the scope of the power train warranty, which was still active when Santana requested repurchase in approximately January 2016, at 44,467 miles. Thus the premise of Chrysler's argument—that Santana's request for repurchase was outside the relevant warranty—is not only irrelevant, but wrong.” *Santana v. FCA US, LLC*, 56 Cal. App. 5th 334, 270 Cal. Rptr. 3d 335 (2020).

42. Plaintiff is entitled to recover any “cover” damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, et seq.

43. Plaintiff is entitled to recover all incidental and consequential damages pursuant to 1794 et seq. and Commercial Code, sections 2711, 2712, and 2713 et seq.

44. Plaintiff suffered damages in a sum to be proven at trial in an amount that is not less than \$25,001.00.

45. Plaintiff is entitled to all incidental, consequential, and general damages resulting from Defendants’ failure to comply with its obligations under the Song-Beverly Act.

TOLLING OF THE STATUTES OF LIMITATION

46. To the extent there are any statutes of limitation applicable to any of Plaintiff’s claims-the running of the limitation periods to any such claims have been tolled by, inter alia, the following doctrines or rules: equitable tolling, the discovery rule, the fraudulent concealment rules, equitable estoppel, the repair rule, and/or class action tolling (*e.g., the American Pipe rule*).

A. Class Action Tolling

47. Under the tolling rule articulated in *Am. Pipe & Const. Co. v. Utah*, 414 U.S. 538, 94 S. Ct. 756, 38 L. Ed. 2d 713 (1974) (“*American Pipe*”), the filing of a class action lawsuit in federal court tolls the statute of limitations for the claims of unnamed class members until the class certification issue is resolved. In applying *American Pipe* tolling to California cases, the California Supreme Court summarized the tolling rule derived from *American Pipe* and stated that the statute of limitations is tolled from the time of commencement of the suit to the time of denial of certification for all purported members of the class. *Jolly v. Eli Lilly & Co.*, 44 Cal.3d 1103, 1119 (1988). Tolling lasts from the day a class claim is asserted until the day the suit is conclusively not a class action. *Falk v. Children's Hosp. Los Angeles*, 237 Cal. App. 4th 1454, 1464 (2015).

48. The tolling of Plaintiff’s individual statute of limitations encourages the protection of efficiency and economy in litigation as promoted by the class action device, so that putative class members would not find it necessary to seek to intervene or to join individually

1 because of fear the class might never be certified or putative class members may subsequently
2 seek to request exclusion.

3 **B. Discovery Rule Tolling**

4 49. Making it even more difficult to discover that the Subject Vehicle's transmission
5 suffered from a safety defect was Defendants' issuance of various TSBs and Recalls purporting
6 to be able to fix various symptoms of the defects.

7 50. As a result of the foregoing, Plaintiff did not become suspicious of Defendant's
8 concealment of the latent defects and its inability to repair it until shortly before the filing of the
9 complaint, when the issue persisted following Defendant's representations that the Vehicle was
10 repaired.

11 51. Plaintiff always acted diligently in presenting the Subject Vehicle for repairs and
12 following the directives of Defendant's authorized repair personnel.

13 52. Defendants were under a continuous duty to disclose to Plaintiff the true
14 character, quality, and nature of the Defendant Vehicles' suffering from the Defects, and the
15 inevitable repairs, costs, time, and monetary damage resulting from the Defects. Due in part to
16 Defendant's failure to do so, Plaintiff was unable to discover Defendant's wrongful conduct
17 alleged herein until the issues persisted following Defendants attempts to conform the Vehicle
18 to its warranties.

19 53. Plaintiff discovered Defendant's wrongful conduct alleged herein shortly before
20 the filing of the complaint, as the Vehicle continued to exhibit symptoms of defects following
21 FMC's unsuccessful attempts to repair them. However, FMC failed to provide restitution
22 pursuant to the Song – Beverly Consumer Warranty Act.

23 **C. The Repair Doctrine**

24 54. The statute of limitations is tolled by various unsuccessful attempts to repair the
25 vehicle.

26 55. Additionally, the limitations period for warranty claims is tolled against a
27 defendant whenever that Defendant claims that the defect is susceptible to repair and attempts to
28 repair the defect.

56. Here, Defendant undertook to perform various defects repairs. During the time in which Defendant represented to Plaintiff that the Vehicle was fixable and attempted to fix it, the warranty period may thus have been tolled.

57. Plaintiff discovered Defendants' wrongful conduct alleged herein until shortly before the filing of the complaint, as stated in more detail above and incorporated herein by reference.

D. Fraudulent Concealment Tolling (Estoppel)

58. Separately, the statute of limitations is equitably tolled due to Defendant's fraudulent conduct alleged herein.³

59. Defendant (and its agents, representatives, officers, directors, employees, affiliates, and/or dealerships) concealed the Stalling Defect, minimized the scope, cause, and dangers of the Defect with inadequate TSBs and/or Recalls, and refused to investigate, address, and remedy the Defect as it pertains to all affected vehicles as set forth herein.

60. Furthermore, Defendant's fraudulent concealment was ongoing. Defendant blamed the symptoms of the Stalling Defect on other issues and not the actual defect itself and purported to be able to repair it because of the Stalling Defect.

61. Based on the foregoing, Defendant is estopped from relying on any statutes of limitation in defense of this action.

FIRST CAUSE OF ACTION

BY PLAINTIFF AGAINST DEFENDANT FCA

VIOLATION OF SUBDIVISION (D) OF CIVIL CODE SECTION 1793.2

62. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

³ Silence, when there is a duty to speak, may be the basis for equitable estoppel. See *Dettamanti v. Lompoc Union High School Dist. of Santa Barbara County*, 143 Cal. App. 2d 715, 720 (1956) ("The basis for an estoppel may be found in the failure of the party sought to be estopped to speak when he is under a duty to speak as well as in his speaking falsely and in a manner which tends to deceive."). Estoppel to plead the statute of limitations is a well-accepted doctrine under California law. See 3 Witkin Cal. Proc. 4th § 693 at 885 ("[T]he fraudulent concealment by the defendant of the facts upon which the existence of which the cause of action depends tolls the statute,' and that the statute does not begin to run until discovery" (quoting *Kimball v. Pacific Gas & Elec. Co.*, 220 Cal. 203, 215 (1934)).

63. Defendant FCA and its representatives in this state have been unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of opportunities. Despite this fact, Defendant FCA failed to promptly replace the Vehicle or make restitution to Plaintiff as required by Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2).

64. Plaintiff has been damaged by Defendant FCA's failure to comply with its obligations pursuant to Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2), and therefore brings this cause of action pursuant to Civil Code section 1794.

65. Defendant FCA's failure to comply with its obligations under Civil Code section 1793.2, subdivision (d) was willful, in that Defendant FCA and its representative were aware that they were unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of repair attempts, yet Defendant FCA failed and refused to promptly replace the Vehicle or make restitution. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c).

66. Defendant FCA does not maintain a qualified third-party dispute resolution process which substantially complies with Civil Code section 1793.22. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (e).

67. Plaintiff seeks civil penalties pursuant to section 1794, subdivisions (c), and (e) in the alternative and does not seek to cumulate civil penalties, as provided in Civil Code section 1794, subdivision (f).

SECOND CAUSE OF ACTION

BY PLAINTIFF AGAINST DEFENDANT FCA

VIOLATION OF SUBDIVISION (B) OF CIVIL CODE SECTION 1793.2

68. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

69. Although Plaintiff presented the Vehicle to Defendant FCA's representative in this state, Defendant FCA and its representative failed to commence the service or repairs within a reasonable time and failed to service or repair the Vehicle so as to conform to the applicable warranties within 30 days, in violation of Civil Code section 1793.2, subdivision (b). Plaintiff did not extend the time for completion of repairs beyond the 30-day requirement.

70. Plaintiff has been damaged by Defendant FCA's failure to comply with its obligations pursuant to Civil Code section 1793.2(b), and therefore brings this Cause of Action pursuant to Civil Code section 1794.

71. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Vehicle, and has exercised a right to cancel the purchase. By serving this Complaint, Plaintiff does so again. Accordingly, Plaintiff seeks the remedies provided in California Civil Code section 1794(b)(1), including the entire contract price. In the alternative, Plaintiff seeks the remedies set forth in California Civil Code section 1794(b)(2), including the diminution in value of the Vehicle resulting from its defects. Plaintiff believes that, at the present time, the Vehicle's value is *de minimis*.

72. Defendant FCA's failure to comply with its obligations under Civil Code section 1793.2(b) was willful, in that Defendant FCA and its representative were aware that they were obligated to service or repair the Vehicle to conform to the applicable express warranties within 30 days, yet they failed to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794(c).

THIRD CAUSE OF ACTION

BY PLAINTIFF AGAINST DEFENDANT FCA

VIOLATION OF SUBDIVISION (A)(3) OF CIVIL CODE SECTION 1793.2

73. Plaintiff incorporates by reference the allegations contained in paragraphs set forth above.

74. In violation of Civil Code section 1793.2, subdivision (a)(3), Defendant FCA failed to make available to its authorized service and repair facilities sufficient service literature and replacement parts to effect repairs during the express warranty period. Plaintiff has been

1 damaged by Defendant FCA's failure to comply with its obligations pursuant to Civil Code
 2 section 1793.2(a)(3), and therefore brings this Cause of Action pursuant to Civil Code section
 3 1794.

4 75. Defendant FCA's failure to comply with its obligations under Civil Code section
 5 1793.2, subdivision (a)(3) was wilful, in that Defendant FCA knew of its obligation to provide
 6 literature and replacement parts sufficient to allow its repair facilities to effect repairs during the
 7 warranty period, yet Defendant FCA failed to take any action to correct its failure to comply
 8 with the law. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual
 9 damages, pursuant to Civil Code section 1794(c).

10 **FOURTH CAUSE OF ACTION**

11 **BY PLAINTIFF AGAINST DEFENDANT FCA**

12 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

13 **(CIV. CODE, § 1791.1; § 1794; § 1795.5)**

14 76. Plaintiff incorporates by reference the allegations contained in the paragraphs set
 15 forth above.

16 77. Pursuant to Civil Code section 1792, the sale of the Vehicle was accompanied by
 17 Defendant FCA's implied warranty of merchantability. Pursuant to Civil Code section 1791.1,
 18 the duration of the implied warranty is coextensive in duration with the duration of the express
 19 written warranty provided by Defendant FCA, except that the duration is not to exceed one-
 20 year.

21 78. Pursuant to Civil Code section 1791.1 (a), the implied warranty of
 22 merchantability means and includes that the Vehicle will comply with each of the following
 23 requirements: (1) The Vehicle will pass without objection in the trade under the contract
 24 description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3)
 25 The Vehicle is adequately contained, packaged, and labelled; (4) The Vehicle will conform to
 26 the promises or affirmations of fact made on the container or label.

27 79. At the time of sale, the subject vehicle was sold with one or more latent defect(s)
 28 as set forth above. The existence of the said latent defect(s) constitutes a breach of the implied

warranty because the Vehicle (1) does not pass without objection in the trade under the contract description, (2) is not fit for the ordinary purposes for which such goods are used, (3) is not adequately contained, packaged, and labelled, and (4) does not conform to the promises or affirmations of fact made on the container or label.

80. Plaintiff has been damaged by Defendant FCA's failure to comply with its obligations under the implied warranty, and therefore brings this Cause of Action pursuant to Civil Code section 1794.

FIFTH CAUSE OF ACTION
BY PLAINTIFF AGAINST DEFENDANT FCA
(Fraudulent Inducement - Concealment)

81. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

82. FCA committed fraud by allowing the Subject Vehicle to be sold to Plaintiff without disclosing that the Subject Vehicle was defective which can cause loss of power, shutting off or stalling without warning. It can also result in a total loss of power, including power steering, which can prevent acceleration, deceleration, and steering and significantly impair driver control.

83. Indeed, Plaintiff alleges that prior to the sale of the Subject Vehicle to Plaintiff, FCA knew that the Vehicle suffered from an inherent defect, was defective, would fail prematurely, and was not suitable for its intended use.

84. FCA was under a duty to Plaintiff to disclose the defective nature of the Vehicle, its safety consequences and/or the associated repair costs because:

- a. Plaintiff is informed, believes, and thereon alleges that FCA acquired its knowledge of the Stalling Defect and its potential consequences prior to Plaintiff acquiring the Vehicle, through sources not available to consumers such as Plaintiff, including but not limited to pre-production testing data, early consumer complaints about the Stalling Defect made directly to FCA and its network of dealers, aggregate warranty data compiled from FCA's network of dealers, testing conducted by FCA in

1 response to these complaints, as well as warranty repair and part replacements data
2 received by FCA from FCA's network of dealers, amongst other sources of internal
3 information;

4 b. FCA was in a superior position from various internal sources to know
5 (or should have known) the true state of facts about the material defects contained in
6 vehicles equipped with 9HP transmission and 3.6L engine; and

7 c. Plaintiff could not reasonably have been expected to learn or discover
8 of the Vehicle's Stalling Defect and its potential consequences until well after
9 Plaintiff purchased the Vehicle.

10 85. In failing to disclose the Vehicle's defects, FCA has knowingly and intentionally
11 concealed material facts and breached its duty not to do so.

12 86. The facts concealed or not disclosed by FCA to Plaintiff is material in that a
13 reasonable person would have considered them to be important in deciding whether or not to
14 purchase the Vehicle. Had Plaintiff known that the Vehicle and was defective at the time of
15 sale, they would not have purchased the Vehicle.

16 87. Plaintiff is a reasonable consumer who interacted with FCA's sales
17 representatives and reviewed materials disseminated by FCA concerning FCA Vehicles prior to
18 purchasing the Subject Vehicle. Had Defendant disclosed the Stalling Defect, a safety hazard, to
19 its sales representatives and/or the consumer public, Plaintiff would have been aware of it and
20 would not have purchased the Subject Vehicle.

21 88. Plaintiff was harmed by purchasing a vehicle that Plaintiff would not have leased
22 and/or purchased had Plaintiff known the true facts about the Stalling Defect.

23 89. Furthermore, Plaintiff unknowingly exposed themselves to the risk of liability,
24 accident and injury as a result of Defendant's fraudulent concealment of the Stalling Defect.

25 ///

26 ///

27 ///

28 ///

SIXTH CAUSE OF ACTION
BY PLAINTIFF AGAINST DEFENDANT LITHIA
NEGLIGENT REPAIR

90. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

91. Plaintiff delivered the Subject Vehicle to Defendant LITHIA for substantial repair on at least one occasion.

92. Defendant LITHIA owed a duty to Plaintiff to use ordinary care and skill in storage, preparation and repair of the Subject Vehicle in accordance with industry standards.

93. Defendant LITHIA breached its duty to Plaintiff to use ordinary care and skill by failing to properly store, prepare and repair the Subject Vehicle in accordance with industry standards.

94. Defendant LITHIA's negligent breach of its duties owed to Plaintiff were a proximate cause of Plaintiff's damages.

PRAYER

PLAINTIFF PRAYS for judgment against Defendant as follows:

- a. For general, special and actual damages according to proof;
- b. For restitution;
- c. For any consequential and incidental damages;
- d. For a civil penalty in the amount of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c) or (e);
- e. For prejudgment interest at the legal rate;
- f. For punitive damages;
- g. For costs of the suit and Plaintiff's reasonable attorneys' fees pursuant to Civil Code section 1794, subdivision (d);
- h. For such other relief as the Court may deem proper.

///

///

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action asserted herein.

Dated: March 16, 2023

STRATEGIC LEGAL PRACTICES, APC

BY: 

Tionna Dolin
Attorneys for Plaintiff
STANLEY SMITH

STRATEGIC LEGAL PRACTICES, APC
1840 CENTURY PARK EAST, SUITE 430, LOS ANGELES, CA 90067

Exhibit A

CHRYSLER



2017

All Vehicles

WARRANTY INFORMATION-GAS

IMPORTANT

This booklet contains FCA US LLC limited warranties. It should be kept in your vehicle and presented to your Dealer if any warranty service is needed.

The warranty text begins on page 4 of this booklet.

WARRANTY COVERAGE AT A GLANCE

DESCRIPTION	1 Yr/ 12,000 Mi	2 Yr/ 24,000 Mi	3 Yr/ 36,000 Mi	3 Yr/ 50,000 Mi	3 Yr/ Unlimited	5 Yr/ 50,000 Mi	5 Yr/ 60,000 Mi	5 Yr/ 100,000 Mi	5 Yr/ Unlimited	7 Yr/ 70,000 Mi	8 Yr/ 80,000 Mi
Basic Limited Warranty Coverage											
Special Extended Warranty Coverage											
Anti-Corrosion Perforation Limited Warranty:											
— All Panels											
— Outer Panels											
Powertrain Limited Warranty											
Federal Emissions Warranty											
Federal Emissions Warranty:											
— Specified Comp.											

TABLE OF CONTENTS

1. Your Legal Rights Under These Limited Warranties . . . 4	3.5 Certain Kinds of Corrosion Not Covered 16
2. What's Covered Under FCA US LLC's Warranties . . . 5	3.6 Other Exclusions 16
2.1 Basic Limited Warranty 5	3.7 Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered 17
2.2 Corrosion Warranty 8	3.8 Restricted Warranty 17
2.3 Restraint System Limited Warranty (Vehicles sold and registered in the State of Kansas only) 9	4. Other Terms of Your Warranties 18
2.4 Powertrain Limited Warranty 9	4.1 Exchanged Parts May Be Used in Warranty Repairs 18
3. What's Not Covered 13	4.2 Pre-Delivery Service 19
3.1 Modifications Not Covered 13	4.3 Production Changes 19
3.2 Environmental Factors Not Covered 14	
3.3 Maintenance Costs Not Covered 15	
3.4 Racing Not Covered 15	

TABLE OF CONTENTS

5. Emission Warranties Required By Law	20	7. How to Deal with Warranty Problems	30
5.1 Federal Emission Warranty	20	7.1 Steps to Take	30
5.2 Emission Performance Warranty	22	7.2 Helpful Addresses and Telephone Numbers . . .	34
6. How to Get Warranty Service	23	8. Optional Service Contract	36
6.1 Where to Take Your Vehicle	23	9. Maintenance	37
6.2 How To Get Roadside Assistance Service -		9.1 General Information	37
U.S. or Canada Only *	25	9.2 Where To Go For Maintenance	38
6.3 Emergency Warranty Repairs	28		
6.4 Getting Service Under the Federal Emission			
Performance Warranties	28		

YOUR LEGAL RIGHTS UNDER THESE LIMITED WARRANTIES

1. Your Legal Rights Under These Limited Warranties

The warranties contained in this booklet are the only express warranties that FCA US LLC ("FCA US") makes for your vehicle. **These warranties give you specific legal rights. You may also have other rights that vary from state to state.** For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by the express written warranties contained in this booklet.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and FCA US completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

1.1 Incidental and Consequential Damages Not Covered

Your warranties don't cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward.

Examples of such damages include:

- lost time;
- inconvenience;
- the loss of the use of your vehicle;
- the cost of rental vehicles, gasoline, telephone, travel, or lodging;
- the loss of personal or commercial property; and
- the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

2. What's Covered Under FCA US LLC's Warranties

2.1 Basic Limited Warranty

A. Who Is Covered?

You are covered by the Basic Limited Warranty if you are a purchaser for use of the vehicle.

B. What's Covered

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any item on your vehicle when it left the manufacturing plant that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exception are tires and Unwired headphones. You pay nothing for these

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

repairs. These warranty repairs or adjustments — including all parts and labor connected with them — will be made by your dealer at no charge, using new or remanufactured parts.

C. Items Covered by Other Warranties

The following are covered by separate warranties offered by their makers. They are **not covered** by the Basic Limited Warranty:

- tires;
- unwired headphones; or
- items added or changed after your vehicle left the manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion.

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

Be sure you get a copy of any warranty that applies to these items from your dealer, or from the maker of the product. You can find the tire and unwired headphone warranty statements in your Owner's Literature Package.

D. Towing Costs Are Covered Under Certain Circumstances

The Roadside Assistance covers the cost of towing your vehicle to the nearest Chrysler, Dodge, Jeep, or Ram dealer if your vehicle becomes disabled as a result of a mechanical breakdown. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

E. When It Begins

The Basic Limited Warranty begins on either of the following dates, whichever is earlier:

- the date you take delivery of the vehicle; or
- the date when the vehicle was first put into service — for example, as a dealer “demo” or as a FCA US company vehicle.

F. When It Ends

The Basic Limited Warranty lasts for 36 months from the date it begins or for 36,000 miles on the odometer, whichever occurs first. But the following items are covered only for 12 months or for 12,000 miles on the odometer, whichever occurs first:

- brakes (rotors, pads, linings, and drums);
- wiper blades;

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

- clutch discs or modular clutch assembly (as equipped);
- windshield and rear window; and
- wheel alignment and wheel balancing

G. Registration and Operation Requirements

The Basic Limited Warranty covers your vehicle only if:

- it was built for sale in the U.S.;
- it's registered in the U.S.;
- it's driven mainly in the U.S. or Canada; and
- it's operated and maintained in the manner described in your Owner's Manual.

H. If Your Vehicle Leaves the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes): EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, THERE IS NO WARRANTY COVERAGE ON THIS VEHICLE IF IT IS SOLD IN OR REGISTERED IN COUNTRIES OTHER THAN THE UNITED STATES.

This policy does not apply to vehicles that have received authorization for export from FCA US. Dealers may not give authorization for export. You should consult an authorized dealer to determine this vehicle's warranty coverage if you have any questions.

This policy does not apply to vehicles registered to U.S. government officials or military personnel on assignment outside of the United States.

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

2.2 Corrosion Warranty

A. Who Is Covered?

You are covered if you are a purchaser for use of the vehicle.

B. What's Covered

This warranty covers the cost of all parts and labor needed to repair or replace any sheet metal panels that get holes from rust or other corrosion. If a hole occurs because of something other than corrosion, this warranty does not apply. Cosmetic or surface corrosion — resulting, for example, from stone chips or scratches in the paint — is not covered. For more details on what isn't covered by this warranty, see 3.5.

C. How Long It Lasts

The Corrosion Warranty starts when your Basic Limited Warranty begins under 2.1(E).

This warranty has two time-and-mileage limits:

- For sheet metal panels, the limit is 36 months, with no mileage limit.
- For an outer-body sheet metal panel — one that is finish-painted and that someone can see when walking around the vehicle — the limits are 5 years or unlimited miles on the odometer, whichever occurs first.

D. What's Not Covered

Please note that while the standard Corrosion Limited Warranty applies to defects in material and/or workmanship, it does not cover the vehicle's matte finish appearance (if equipped).

Maintaining the matte finish appearance is solely the responsibility of the vehicle owner as described in your Owner's Manual.

2.3 Restraint System Limited Warranty (Vehicles sold and registered in the State of Kansas only)

For vehicles sold and registered in the State of Kansas, seatbelts and related seatbelt components are warranted against defects in workmanship and materials for 10 years, regardless of mileage. This warranty does not cover replacement of seatbelts and related components required as the result of collision.

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

2.4 Powertrain Limited Warranty

A. Who Is Covered?

You are covered by the Powertrain Limited Warranty if you are a purchaser for use of the vehicle.

B. What's Covered

The Powertrain Limited Warranty covers the cost of all parts and labor needed to repair a powertrain component listed in section 2.4.E below that is defective in workmanship and materials.

C. How Long It Lasts

The Powertrain Limited Warranty lasts for up to 5 years or 60,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1(E).

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

D. Towing Costs Are Covered

The Roadside Assistance covers the cost of towing your vehicle to the nearest authorized Chrysler, Dodge, Jeep or Ram dealer if your vehicle cannot be driven because a covered part has failed.

If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

E. Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US:

Gasoline Engine:

cylinder block and all internal parts; cylinder head assemblies; timing case, timing chain, timing belt, gears and sprockets; vibration damper; oil pump; water pump and housing; intake and exhaust manifolds; flywheel with starter ring gear; core plugs; valve covers; oil pan; turbocharger housing and internal parts; turbocharger wastegate actuator; supercharger; serpentine belt tensioner; seals and gaskets for listed components only.

Transmission:

transmission case and all internal parts; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; transmission control module; bell housing; oil pan; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive:

transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; oil pan; transaxle speed sensors; transaxle solenoid assembly; PRNDL position switch; transaxle electronic controller; torque converter; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

All Wheel Drive (AWD):

power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; driveshaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim, seals and gaskets for listed components only.

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

Rear Wheel Drive:

rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; seals and gaskets for listed components only.

Four-Wheel Drive (4X4):

transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints and yokes; disconnect housing assembly; seals and gaskets for the listed components only.

F. Other Provisions of This Powertrain Limited Warranty

All other terms of the New Vehicle Limited Warranty including the Section 1 (Your Rights Under These Limited Warranties) and Section 3 (What's Not Covered) apply to this Powertrain Limited Warranty.

WHAT'S NOT COVERED

3. What's Not Covered

3.1 Modifications Not Covered

A. Some Modifications Don't Void the Warranties But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are:

- installing non-FCA US parts, components, or equipment (such as a non-FCA US radio or speed control); and
- using special non-FCA US materials or additives.

But your warranties don't cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor do they cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-FCA US parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-FCA US parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- installing accessories — except for genuine FCA US/MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer;
- applying rustproofing or other protection products;

WHAT'S NOT COVERED

- changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or
- using any refrigerant that FCA US has not approved.

B. Modifications That WILL Void Your Warranties

These actions will void your warranties:

- disconnecting, tampering with, or altering the odometer will void your warranties, unless your repairing technician follows the legal requirements for repairing or replacing odometers; or
- attaching any device that disconnects the odometer will also void your warranties.

3.2 Environmental Factors Not Covered

Your warranties don't cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor do your warranties cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranties do not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

WHAT'S NOT COVERED

3.3 Maintenance Costs Not Covered

Your warranties don't cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranties don't cover the costs of your vehicle's normal or scheduled maintenance — the parts and services that all vehicles routinely need. Some of these parts and services, which your warranties don't cover, include:

- lubrication;
- engine tune-ups;

- replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair);
- cleaning and polishing; and
- replacing worn wiper blades, worn brake pads and linings, or clutch linings.

3.4 Racing Not Covered

Your warranties don't cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects that are found as the result of participating in a racing event.

WHAT'S NOT COVERED

3.5 Certain Kinds of Corrosion Not Covered

Your warranties don't cover the following:

- corrosion caused by accident, damage, abuse, or vehicle alteration;
- surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones;
- corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and
- corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by FCA US.

3.6 Other Exclusions

Your warranties don't cover the costs of repairing damage or conditions caused by any of the following:

- fire or accident;
- abuse or negligence;
- misuse — for example, driving over curbs or overloading;
- tampering with the emission systems, or with a part that could affect the emission systems;
- use of used parts, even if they were originally supplied by FCA US (however, authorized FCA US / MOPAR remanufactured parts are covered);
- windshield or rear window damage from external objects;

WHAT'S NOT COVERED

- any changes made to your vehicle that don't comply with FCA US; or
- using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

3.7 Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if:

- the vehicle is declared to be a total loss by an insurance company;
- the vehicle is rebuilt after being declared to be a total loss by an insurance company; or
- the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

FCA US will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

3.8 Restricted Warranty

Your warranties can also be restricted by FCA US. FCA US may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by FCA US before covered repairs are performed.

OTHER TERMS OF YOUR WARRANTIES

4. Other Terms of Your Warranties

4.1 Exchanged Parts May Be Used in Warranty Repairs

In the interest of customer satisfaction, FCA US may offer exchange service on some vehicle parts. This service is intended to reduce the amount of time your vehicle is not available for your use because of repairs. Parts used in exchange service may be new, remanufactured, reconditioned, or repaired, depending on the part involved.

All exchange parts that might be used meet FCA US standards, and have the same warranties as new parts.

Examples of the kinds of parts that might be serviced in this way are:

- engine assemblies;
- transmission assemblies;
- instrument cluster assemblies;
- radios, tape, CD and DVD players;
- speedometers; and
- powertrain control modules.

To help control suspected ozone-depleting agents, the EPA requires the capture, purification, and reuse of automotive air-conditioning refrigerant gases. As a result, a repair to the sealed portion of your air-conditioning system may involve the installation of purified reclaimed refrigerant.

OTHER TERMS OF YOUR WARRANTIES

4.2 Pre-Delivery Service

A defect in or damage to the mechanical, electrical, sheet-metal, paint, trim, and other components of your vehicle may have occurred at the factory or while it was being shipped to the dealer.

Such a defect or damage is usually detected and corrected at the factory. In addition, dealers must inspect each vehicle before delivery. They repair any defects or damage detected before the vehicle is delivered to you.

4.3 Production Changes

Changes may be made in vehicles sold by FCA US and its dealers at any time without incurring any obligation to make the same or similar changes on vehicles previously built or sold.

EMISSION WARRANTIES REQUIRED BY LAW

5. Emission Warranties Required By Law

5.1 Federal Emission Warranty

A. Parts Covered for 2 Years or 24,000 Miles

Federal law requires FCA US to warrant the following emissions parts for 2 years or 24,000 miles, whichever occurs first. FCA US covers all of these parts under the Basic Limited Warranty for 3 years or 36,000 miles, whichever occurs first.

- air system controls;
- electronic fuel injection system, including injector;
- evaporative-emission canister and controls;
- exhaust manifold;
- exhaust gas recirculation valve and control system;
- exhaust pipes (between exhaust manifold and catalyst);
- fuel cap and tank assembly, pump, and fuel lines;
- ignition system;
- intake manifold;
- on-board diagnostic-system components;
- oxygen sensors;

EMISSION WARRANTIES REQUIRED BY LAW

- positive crankcase-ventilation (PCV) valve or orifice;
- secondary ignition wires;
- spark plugs;
- throttle body;
- transmission-control module;
- vacuum hoses, clamps, and fittings, as well as tubing used for these components;
- vacuum, temperature, altitude, speed, time-sensitive valves, sensors, and switches used in these components and systems.

B. Parts Covered for 8 years or 80,000 miles

If your vehicle has one of the following parts, this Federal Emission Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first, calculated from the start of the Basic Limited Warranty as set forth in Section 2.1(E). The covered parts are:

- catalytic converter; and
- powertrain control module.

EMISSION WARRANTIES REQUIRED BY LAW**5.2 Emission Performance Warranty**

This warranty supplements the federal warranty under 5.1. It lasts for 2 years or 24,000 miles on the odometer, whichever occurs first. If your vehicle has one of the following parts, catalytic converter and powertrain control module, this Federal Emission Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first. These limits are counted from the time when your Basic Limited Warranty begins under 2.1(E). The Emission Performance Warranty covers the cost of repairing or adjusting any components or parts that might be needed for your vehicle to pass Federal Emission Standards for a federally approved state or local emissions test, but only if:

- your vehicle has failed a federally approved state or local emissions test;
- your vehicle has been maintained and operated properly up until it fails such a test; and
- you face a real penalty — for example, a fine or the loss of the use of your vehicle — because the vehicle has failed the test.

Section 6.4 explains how to get service under this warranty.

HOW TO GET WARRANTY SERVICE

6. How to Get Warranty Service

6.1 Where to Take Your Vehicle

A. In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes):

Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

B. In Canada and Mexico:

If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your FCA US warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

C. In a Foreign Country Outside of North America:

If you are traveling temporarily outside of North America, and your vehicle remains registered in the United States:

- You should take your vehicle to an authorized Chrysler, Dodge, Jeep or Ram dealer. They should give you the same warranty service you receive in the United States.

HOW TO GET WARRANTY SERVICE

- If the authorized dealership charges you for repairs which you feel should be covered under your warranty, please get a detailed receipt for the work done. Make sure that this receipt lists all warranty repairs and parts that were involved. (This receipt will be similar to the one used by the dealer who normally services your vehicle.)
- When your vehicle returns to the United States, contact the FCA US Customer Assistance Center (section 7.2) for reimbursement consideration. You will normally need to provide a copy of the receipt, your vehicle registration and any other relevant documents.
- Reimbursement will not be considered if the vehicle does not return to the United States.

D. If You Move:

If you move to another country, be sure to contact the FCA US Customer Assistance Center (section 7.2) and the customs department of the destination country before you move. Vehicle importation rules vary considerably from country to country. You may be required to present documentation of your move to FCA US in order to continue your warranty coverage. You may also be required to obtain documentation from FCA US in order to register your vehicle in your new country.

E. Notice:

If your vehicle is registered outside of the United States, and you have not followed the procedure set out above, your vehicle will no longer be eligible for warranty coverage of any kind. (Vehicles registered to United States government officials or military personnel on assignment outside of the U.S. will continue to be covered.)

HOW TO GET WARRANTY SERVICE

6.2 How To Get Roadside Assistance Service - U.S. or Canada Only *

A. Who Is Covered:

You are covered by the Roadside Assistance services if you are a purchaser for use of the vehicle. The Roadside Assistance services lasts for 5 years or 60,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1(E).

B. What To Do:

If your vehicle requires jump start assistance, out of gas/fuel delivery, tire service, lockout service or towing as a result of a mechanical breakdown, dial toll-free 1-800-521-2779. Provide your name, vehicle identification number, license plate number, and your location, including the telephone number from which you are calling. Briefly describe the nature of the problem and answer a few simple questions.

You will be given the name of the service provider and an estimated time of arrival. If you feel you are in an “unsafe situation”, please let us know. With your consent, we will contact local police or safety authorities.

* Towing services provided through Cross Country Motor Club, Inc., Medford, MA 02155, except in AK, CA, HI, OR, WI, and WY, where services are provided by Cross Country Motor Club of California, Inc., Medford, MA 02155.

HOW TO GET WARRANTY SERVICE

C. Covered Services:

Flat Tire Service

If you are inconvenienced by a flat tire, we will dispatch a service provider to use your vehicle's temporary spare tire (if equipped) as recommended in your Owner's Manual. This is not a permanent flat tire repair.

Out of Gas/Fuel Delivery

Drivers can't always count on a gas station being nearby - especially when traveling away from home. Just call 1-800-521-2779, and we will dispatch a service provider to deliver a small amount of fuel (maximum 2 gallons) to get you to a nearby station.

Battery Jump Assistance

No time is a good time for a dead battery, but with Roadside Assistance, you don't have to worry about being stranded. We will dispatch a service provider to provide you with a battery jump anytime, day or night.

Lockout Service

Whether the keys are locked in your vehicle or frozen locks are keeping you from getting on your way, help is just a phone call away at 1-800-521-2779. This service is limited to providing access to the vehicle's seating area. It does not cover the cost of replacement keys.

HOW TO GET WARRANTY SERVICE

Towing Service

Our towing service gives you peace of mind and confidence. If your vehicle becomes disabled as a result of a mechanical breakdown, Roadside Assistance will dispatch towing service to transport your vehicle to the closest authorized Chrysler, Dodge, Jeep or Ram dealer. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles.

D. If Unable to Contact Roadside Assistance:

If you are unable to contact Roadside Assistance and you obtain towing services on your own, you may submit your original receipts from the licensed towing or service facility, for services rendered within 30 days of the

occurrence. Be sure to include your vehicle identification number, odometer mileage at the time of service and current mailing address. We will process the claim based on vehicle and service eligibility. If eligible, we will reimburse you for the reasonable amounts you actually paid, based on the usual and customary charges for that service in the area where they were provided. FCA US's determination relating to reimbursement are final. Correspondence should be mailed to:

FCA US Towing Assistance
P.O. Box 9145
Medford, MA 02155
Attention: Claims Department

HOW TO GET WARRANTY SERVICE

6.3 Emergency Warranty Repairs

If you have an emergency and have to get a warranty repair made by someone other than an authorized Chrysler, Dodge, Jeep or Ram dealer, follow the reimbursement procedure in 6.1(C).

6.4 Getting Service Under the Federal Emission Performance Warranties

A. What to Do

If your vehicle has failed an emissions test described in 5.2:

- Take it to an authorized Chrysler, Dodge, Jeep or Ram dealer as soon as possible.
- Give the service representative the printout showing that your vehicle failed the test.
- If possible, bring all service receipts, maintenance logs, and records proving that your vehicle has been properly maintained, since you may be required to show them.

HOW TO GET WARRANTY SERVICE

B. Further Steps You Can Take, and How to Get More Information

If you think your dealer has wrongly denied you emission-warranty coverage, follow the steps described in 7.1. FCA US will reply to you in writing within 30 days after receiving your complaint (or within the time limit required by local or state law). If the owner is not notified within 30 days that a performance warranty claim is denied, the manufacturer must repair the vehicle free of charge.

If you want more information about getting service under the Federal Emission Warranty or the Performance Warranty, or if you want to report what you think is a violation of these warranties, you can contact:

Manager, Certification and Compliance

Division Warranty Claims
Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 6403J
Washington, D. C. 20460

HOW TO DEAL WITH WARRANTY PROBLEMS

7. How to Deal with Warranty Problems

7.1 Steps to Take

A. In General

Normally, warranty problems can be resolved by your dealer's sales or service departments. That's why you should always talk to your dealer's service manager or sales manager first. But if you're not satisfied with your dealer's response to your problem, FCA US recommends that you do the following:

Step 1:

Discuss your problem with the owner or general manager of the dealership.

Step 2:

If your dealership still can't resolve the problem, contact the FCA US Customer Assistance Center. You'll find the address in section 7.2.

B. What FCA US Will Do

Once you have followed the two steps described in 7.1(A), a FCA US representative at FCA US headquarters will review your situation. If it's something that FCA US can help you with, FCA US will provide your dealer with all the information and assistance necessary to resolve the problem. Even if FCA US can't help you, FCA US will acknowledge your contact and explain FCA US's position.

C. If Your Problem Still Isn't Resolved For Customers Residing in Arkansas, Idaho, Kentucky, Minnesota and Montana ONLY:

(NOTE: This Process is not available for residents of other states.)

If you can't resolve your warranty problem after following the two steps described in 7.1(A), and you live in Arkansas, Idaho, Kentucky, Minnesota or Montana ONLY, you can contact the FCA US LLC Customer Arbitration Process in your area.

You may obtain a brochure describing FCA US LLC's Customer Arbitration Process, including an application, by calling (800)-247-9753. This service is strictly voluntary, and you may submit your dispute directly to the Customer Arbitration Process (CAP) at no cost. The

HOW TO DEAL WITH WARRANTY PROBLEMS

CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

National Center for Dispute Settlement
FCA US LLC
P.O. Box 727
Mt. Clemens, MI 48046

The CAP reviews only vehicle disputes involving FCA US LLC ("FCA US") Limited Warranty or a FCA US/Mopar Part Limited Warranty. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury/property damage claims, disputes relating to design of the vehicle or part, or disputes which are already the subject of litigation.

HOW TO DEAL WITH WARRANTY PROBLEMS

The CAP will need the following information from you: 1) Legible copies of all documents and repair orders relevant to your case, 2) Vehicle identification number of your vehicle, 3) A brief description of your unresolved concern, 4) The identity of your servicing/selling dealer, 5) The date(s) of repair(s) and mileage at the time, 6) Current mileage, and 7) A description of the action you expect to resolve your concern.

Upon receipt of your request:

- The National Center for Dispute Settlement (NCDS) will acknowledge receipt of your request, by mail, within ten (10) days, and advise you whether or not your dispute is within the jurisdiction of the Process.

- When your request is within jurisdiction NCDS will request FCA US and the dealer to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending NCDS or FCA US may contact you to see if your case can be settled by agreement. If a settlement is offered to you, FCA US will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.

HOW TO DEAL WITH WARRANTY PROBLEMS

- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a dealership near you.
- If you request a documents-only review, a NCDS panel will review and decide your case. Neither you, the dealer nor FCA US need be present.
- NCDS will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the dealer or FCA US and the time by which the action must be taken. The decision will be binding on the dealer and FCA US but not on you unless you accept the decision.
- If any action is required on the part of the dealer or FCA US you will be contacted within ten (10) days after the date by which the dealer or FCA US must act to determine whether performance has been rendered.
- The entire dispute settlement process will normally take no longer than 40 days.
- The CAP dispute settlement procedure does not take the place of any state or Federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

HOW TO DEAL WITH WARRANTY PROBLEMS**D. Notice Under State Lemon Laws**

Some states have laws allowing you to get a replacement vehicle or a refund of the vehicle's purchase price under certain circumstances. These laws vary from state to state. If your state law allows, FCA US requires that you first notify us in writing of any service difficulty that you may have experienced so that we can have a chance to make any needed repairs before you are eligible for remedies provided by these laws. In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to the FCA US Customer Assistance Center at the address in 7.2.

7.2 Helpful Addresses and Telephone Numbers

Here are the addresses and telephone numbers of the FCA US Customer Assistance Center that can help you wherever you happen to be. Contact the one that covers your area:

- **In the United States:**
FCA US Customer Assistance Center
P.O. Box 21-8004
Auburn Hills, Michigan 48321-8004
Phone: (800) 247-9753

To contact FCA US by email,
simply access the following website:
www.chrysler.com
(click on the "Contact Us" button)

HOW TO DEAL WITH WARRANTY PROBLEMS

- **In Canada:**
FCA Canada Inc.
Customer Service
Chrysler Centre
P.O. Box 1621
Windsor, Ontario N9A-4H6
Phone: (800) 465-2001
- **In Mexico, contact the Customer Relations Office for Chrysler, Dodge, Jeep or Ram vehicles at:**
1240 Prolongacion Paseo de la Reforma Av.
Santa Fe, C.P. 05109
Deleg. Cuajimalpa, Mexico
Phone (in Mexico): (015) 5081-7568
Phone (outside Mexico): (800) 505-1300
- **In Puerto Rico and U.S. Virgin Islands:**
Customer Service
Chrysler Group International Services LLC
San Juan, Puerto Rico 00919-1857
Box 191857
Phone: (787) 782-5757
Fax: (787) 782-3345

OPTIONAL SERVICE CONTRACT

8. Optional Service Contract

FCA US LLC's or FCA US Service Contracts LLC's optional service contracts offer valuable protection against repair costs when these warranties don't apply. They compliment but don't replace the warranty coverages outlined in this booklet. Several plans are available, covering various time-and-mileage periods and various sets of components. (Service contracts aren't available if you live in a U.S. possession or territory.) Ask your dealer for details.

MAINTENANCE

9. Maintenance

9.1 General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and FCA US concerning your maintenance of your vehicle, FCA US will require you to provide proof that your vehicle was properly maintained.

For your convenience, FCA US has prepared a Maintenance Log which is included in your Owner's Manual. You should use this Maintenance Log to keep track of scheduled maintenance, either by routinely having the repairs entered in your Maintenance Log, or by keeping receipts or other documentation of work you've had done on your vehicle in your Maintenance Log.

MAINTENANCE

9.2 Where To Go For Maintenance

FCA US recommends that you return to the dealer from whom you bought your vehicle for all maintenance service both during and after the warranty periods. Although you can get warranty service from any dealer who sells your particular make, returning to your selling dealer will help ensure that all your service needs are met and that you're completely satisfied. The dealership technicians are specifically trained to proficiently perform maintenance and repair procedures on your vehicle.

Authorized Chrysler, Dodge, Jeep or Ram dealers will help ensure that all your service needs are met and that you're completely satisfied. FCA US strongly recommends you use genuine FCA US/MOPAR parts to maintain your vehicle.

Original Owner's Name

Street Address

City and State

Zip Code

[illegible]

Vehicle Identification Number

Warranty Start Date (In-Service Date)

Mileage at Delivery

Selling Dealer

Code

City

State

Second Owner's Name

Street Address

City and State

Zip Code

Date of Second Purchase

Mileage at Purchase

Third Owner's Name

Street Address

City and State

Zip Code

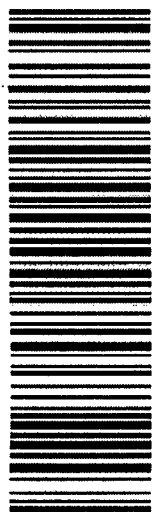
Date of Third Purchase

Mileage at Purchase

Warranty coverage applies to all vehicle owners. To protect you in the event of a recall or any questions concerning your warranty, please tell your dealer about any ownership or address change, and write the details here.



STICK WITH THE SPECIALISTS®



17GENC-026-AA
©2015 FCA US LLC. All Rights Reserved.
Chrysler is a registered trademark of FCA US LLC.



First Edition
Printed in U.S.A.